

BILL NO. S-77-01-//

SPECIAL ORDINANCE NO. S- 15-77

AN ORDINANCE approving a contract with Continental Construction Company, Inc., for Resolution No. 5731-1976: Hanna & Creighton Area.

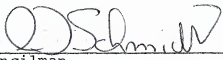
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated December 13, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Continental Construction Company, Inc., for:

Resolution No. 5731-1976: Hanna & Creighton Area: bounded by Creighton Avenue, Winter Street, the south right-of-way line of the first alley south of Hurd Street and Holton Avenue,

for a total cost of \$82,696.65, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY.


CITY ATTORNEY

Read the first time in full and on motion by Mrs. [Signature], seconded by [Signature], and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 1-11-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Mrs. [Signature], seconded by [Signature], and duly adopted, placed on its passage.
PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>				
<u>BURNS</u>	<u>✓</u>				
<u>HINGA</u>	<u>✓</u>				
<u>HUNTER</u>	<u>✓</u>				
<u>MOSES</u>	<u>✓</u>				
<u>NUCKOLS</u>	<u>✓</u>				
<u>SCHMIDT, D.</u>	<u>✓</u>				
<u>SCHMIDT, V.</u>	<u>✓</u>				
<u>STIER</u>	<u>✓</u>				
<u>TALARICO</u>	<u>✓</u>				

DATE: 1-25-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-15-77 on the 25th day of Jan, 1976.
ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of January, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 28th day of January, 1976, at the hour of 11:00 o'clock a. M., E.S.T.

Robert Elmschong
MAYOR

Bill No. S-77-01-11

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Continental Construction Company, Inc., for
Resolution No. 5731-1976: Hanna & Creighton Area

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

W. Schmidt
Vivian G. Schmidt
Paul M. Burns
Samuel J. Talarico

DATE 1-25-77 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

DATE _____ RES. NO. 5731-10

MATERIAL

[illegible]

CONTRACT

This Agreement, made and entered into this 13 day of December, 1976

by and between _____

-----CONTINENTAL CONSTRUCTION COMPANY, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Resolution No. 5731-1976: Hanna & Creighton Area: bounded by Creighton

Avenue, Winter Street, the south right-of-way line of the first alley south

of Hurd Street and Holton Avenue.

by grading and paving the roadway to a width of XXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX
XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5731-76 and at the following price per lineal foot.

At the following prices:

Tree Removal 18"	Three Hundred dollars and no cents each.	\$300.00
Tree Removal 30"	Four Hundred dollars and no cents each.	\$400.00
Tree Removal 48"	Five Hundred dollars and no cents each.	\$500.00
Removal of (Concrete Steps)	Seventy-five dollars and no cents each.	\$ 75.00
Removal of Pavement	Four dollars and fifty cents per square yard	\$ 4.50
Removal of Sidewalk	Four dollars and five cents per square yard	\$ 4.05
Removal of Curb	One dollar and fifty cents per lineal foot	\$ 1.50
Common Excavation	Ten dollars and no cents per cubic yard	\$ 10.00
Cement Concrete Pavement for Private Drives	Sixteen dollars and no cents per square yard	\$ 16.00
Paraplegic and bicycle ramps	One dollar and forty-five cents per square foot	\$ 1.45
Concrete Sidewalk	One dollar and thirty cents	\$ 1.30

Common Excavation	Ten dollars and no cents per cubic yard	\$ 10.00
Cement Concrete Pavement for Private Drives	Sixteen dollars and no cents per square yard	\$ 16.00
Paraplegic and bicycle ramps	One dollar and forty-five cents per square foot	\$ 1.45
Concrete Sidewalk	One dollar and thirty cents per square foot	\$ 1.30
Concrete Sidewalk Curbface	One dollar and forty cents per square foot	\$ 1.40
Concrete Sidewalk Wingwalk	One dollar and forty-five cents per square foot	\$ 1.45
Concrete Curb Type III	Four dollars and thirty cents per lineal foot	\$ 4.30
Curb Integral Concrete Type IIA	Two dollars and fifty cents per lineal foot	\$ 2.50
Curb Integral Concrete 6 x 8	Three dollars and no cents per lineal foot	\$ 3.00
Plain Concrete Pavement Depth (9") Round C.B.	Eighteen dollars and no cents per square yard	\$ 18.00
Plain Concrete Pavement Depth (7") Alley	Thirteen dollars and seventy-five cents per square yard	\$ 13.75
Bituminous Mixture for Patching Surface (A-2)	Forty-four dollars and no cents per ton	\$ 44.00
Type O Compacted Aggregate for Base (size #53) for adjusting Walk to Grade	Ten dollars and no cents per ton	\$ 10.00
Mulched Seeding Class "U"	One dollar and no cents per square yard	\$ 1.00
Top Soil	Six dollars and fifty cents per ton	\$ 6.50
Concrete Pipe Class IV Size (12") Include #53 for Backfill	Twelve dollars and fifty cents per lineal foot	\$ 12.50
Standard Catch Basin Type I-C (with cast iron bell) includes #53 stone for Backfill	Six hundred and fifty dollars and no cents each	\$650.00
Casting Adjusted to Grade	Fifty dollars and no cents each	\$ 50.00
Casting furnished & adjusted to grade type A	One hundred sixty-five dollars and no cents each	\$165.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision-Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties from the bond for the faithful performance thereof.

GUARANTY BOND

Know All Men by These Presents, That we _____

-----CONTINENTAL CONSTRUCTION COMPANY, INC.-----

Contractors

as principal, and _____

-----AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA-----

as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

-----EIGHTY-TWO THOUSAND SIX HUNDRED AND NINETY-SIX DOLLARS AND SIXTY-FIVE CENTS

(\$82,696.65)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

-----CONTINENTAL CONSTRUCTION COMPANY, INC.-----

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

Pavement

on Res. #5731-76 Hanna & Creighton Area ~~Street Area~~ bounded by Creighton Avenue,

Winter Street, the south right-of-way line of the first alley south of Hurd

Street and Holton Avenue.-----

-----according to certain plans and specifications, and

for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said _____

CONTINENTAL CONSTRUCTION COMPANY, INC.

shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this _____ day of _____

AMERICAN STATES INSURANCE COMPANY

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

Paul A. Lohse
PAUL A. LOHSE - ATTORNEY-IN-FACT

BY: *W. J. C. Neal* (SEAL)
ITS: President (SEAL)

Approved this _____

13

day of

December, 1976

Henry P. W. W. W.
Ed. L. L.
W. J. J.
Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we _____

-----CONTINENTAL CONSTRUCTION COMPANY, INC.-----

as principal, and ---AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA---

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

EIGHTY-TWO THOUSAND SIX HUNDRED AND NINETY-SIX DOLLARS AND SIXTY-FIVE CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 82,696.65)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

AMERICAN STATES INSURANCE COMPANY

Paul A. Lowse
PAUL A. LOWSE - ATTORNEY-IN-FACT

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

BY: M. J. O'Neal (SEAL)

ITS: President (SEAL)

(SEAL)

Approved this 13 day of December, 1976

Henry P. Muehlenberg

Edward W. Larson

May J. Acers

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

November 23, 1976

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint _____

-----PAUL A. LOHSE, EDWARD M. BROWN, THEODORE KORTZ and HAYES L. POTTER-----

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE MILLION AND NO/100 (\$1,000,000.00) DOLIARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 30th day of May

A. D. 19 75

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 30th day of May, A. D., 1975, before me personally came

William M. Evans

_____, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977
My Commission Expires

Debra Kay Driscoll
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this _____

day of _____, A. D., 19 _____

(SEAL)

Stanley L. Riegel
Assistant Secretary

TITLE OF ORDINANCE SPECIAL ORDINANCE-Contract of Continental Construction - Res. 5731-1976DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-77-01-11

SYNOPSIS OF ORDINANCE Contract of Continental Construction Co., Inc. in amount of
\$82,696.65 provides for Alley, Curb and Sidewalk Repairs in Hanna-Creighton
Area bounded by Creighton, Winter, the first alley south of Hurd and Holton Avenue.
This was the low of five bids received.

This is a Community Development & Planning Project.

EFFECT OF PASSAGE Improvements made at no cost to property owners

EFFECT OF NON-PASSAGE Failure to award to lowest bid on CD&P paid project

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Total cost to be paid by
Community Development & Planning from Block Grant - \$82,696.65

ASSIGNED TO COMMITTEE Morris - Public Works